# 10-YEAR LIMITED WARRANTY CHILIBED®

Chili Technology, LLC ("Chili Technology") warrants that we will, at Chili Technology's option, replace or repair purchaser's ChiliBed® mattress and/or the temperature control system if it is defective due to faulty workmanship or materials, subject to the limitations described in this warranty.

#### This warranty covers the following items during normal wear:

- Deterioration causing the mattress to have a visible indentation greater than three-fourths (0.75) of an inch that is not associated with an indentation or sag which results from use of an improper or unsupportive foundation or adjustable bed base. Purchaser's mattress must be continuously supported by a matching foundation or adjustable bed base with a proper bed frame sufficient to support the collective weight of the mattress and foundation.
  - A proper bed frame must provide sturdy support for both the mattress and foundation; including a center support and having at least 6 legs. For queen, king, and cal king slatted style bed frames, it is incumbent upon purchaser to ensure that the frame utilized offers ample structural support for that particular slatted style frame. Failure to have a proper bed frame may invalidate the warranty.
  - Please Note: Chili Technology highly recommends a 3 bed beam support system or a support system of similar quality that is designed specifically to give slatted style bed frames additional structural support.
- Any physical flaw in the mattress that causes the ChiliBed<sup>®</sup> material to split or crack, despite normal usage and proper handling.

## This warranty does not cover:

- A normal increase in softness of the ChiliBed<sup>®</sup> pressure-relieving material which does not affect the pressure-relieving qualities of the mattress
- Comfort preference
- Physical abuse or damage to the structure and/or cover material, including but not limited to, burns, cuts, tears, or liquid damage.
- Damage from using an improper bed frame, foundation, or adjustable base.
- Replacement of another piece in the Chili Technology sleep system.

### **Temperature Control System: Year 1-2- Full Coverage**

During the first two (2) years of this warranty, Chili Technology will repair or replace the temperature control unit for defects in materials or workmanship according to attached Chili Technology, LLC Limited Warranty.

#### Mattress: Year 1 through 10 – Full Coverage

During the first ten (10) years of this warranty, Chili Technology will not charge purchaser to repair or replace purchaser's mattress if it is deemed defective, but any transportation costs associated with repairs or replacements are purchaser's responsibility. In no event will the transportation costs exceed Chili Technology's then-standard freight charges.

Chili Technology mattresses are designed to work on a firm, solid-surface, non-spring foundation or adjustable bed base that is structurally capable of supporting the weight of purchaser's Chili Technology

mattress and user(s). This warranty and other performance warranties are based on tests conducted on "sets" that consist of our mattresses and foundations/adjustable bed bases. THEREFORE, IF PURCHASER USES INAPPROPRIATE FOUNDATIONS, BOX SPRINGS, ADJUSTABLE BED BASES, OR BED FRAMES WITH THIS MATTRESS, SUCH USE WILL VOID THIS WARRANTY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Chili Technology may require purchaser to provide proof of the quality of the foundation, adjustable bed base, or bed frame used in conjunction with the mattress if purchaser makes a claim under this warranty. Chili Technology reserves the right to invalidate this warranty if the mattress is found to be in an unsanitary condition.

The Consumer Product Safety Commission has created the Standard for the Flammability (Open Flame) of Mattress Sets in Federal Register 16 CFR Part 1633. The foundation or adjustable bed base used with purchaser's mattress, unless specified for use as the particular foundation or adjustable bed base for the mattress purchased, should not be construed as 16 CFR Part 1633 compliant.

If applicable, the cover for the mattress is warranted for two (2) years from the date of purchase against defects in material or workmanship. If Chili Technology replaces the cover for the mattress, Chili Technology will replace it with the current style of cover available for the mattress, which may be a different color or material than the original cover.

This warranty is valid only for the original purchaser from the original purchase date of the original product purchased. An original purchaser is one who purchases the product directly from Chili Technology or an authorized retailer of Chili Technology. If purchaser is not the original purchaser of this product, he/she takes it "as is" and "with all faults." If the purchase of this mattress was not directly from Chili Technology, **proof of purchase will be required to demonstrate that purchaser is the original purchaser and eligible to make a valid claim under this warranty**.

In the event a warranty claim is filed and a warranty replacement is deemed necessary, purchaser will be required to surrender the original product to Chili Technology, at the time of replacement.

You may contact Chili Technology's Customer Service Department by calling toll-free 1-877-235-6271 or by sending an email to **info@chilitechnology.com.** 

This warranty gives the purchaser specific legal rights, and the purchaser may also have other rights, which may vary from state to state.

PLEASE RETAIN THIS WARRANTY AND ORIGINAL PROOF OF PURCHASE FOR AT LEAST 10 YEARS FROM YOUR DATE OF PURCHASE.